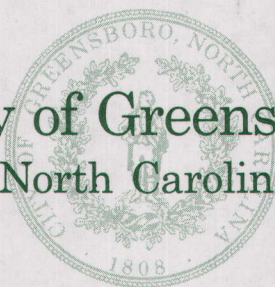


*Carmen Johnson*  
Fac/Perm/Co ID # **41-03**  
Doc ID# **11312**  
**1/8/13**

**City of Greensboro**  
**North Carolina**



**41-03**

August 22, 2001

North Carolina Department of Environment  
and Natural Resource  
Division of Waste Management  
1646 Mail Service Center  
Raleigh, North Carolina

Attention: Courtney E. Washburn  
Compliance Officer

Reference: Recorded Deed Records  
White Street Landfill  
City of Greensboro Permit # 41-03

Dear Ms. Washburn:

The City of Greensboro is submitting the recorded deeds for the property authorized through the Division of Waste Management under solid waste permit # 41-03. Based upon our conversation on July 24, 2001, your office requested that the City of Greensboro submit information defining the ownership of a portion of the site for which we have submitted financial assurance. It is understood that this information will assist your office in determining the accuracy of the City of Greensboro's documentation and additionally provide your office with permit clarification.

Attached with this submission are the following documents:

- Guilford County Tax Map (Jefferson and Monroe Township) dated 1989;
- City of Greensboro Engineering Department, City of Greensboro Landfill, dated 1985;
- Recorded deed records transferring property from J.L. Sutphin to Guilford County, dated January 27, 1978;
- Memorandum of Understanding Regarding the Pulverizer dated August 1, 1984;
- Lease Agreement – County Landfill Site dated February 1, 1985.

Please contact me at your convenience if additional information is required.

Sincerely,

*Jeryl W. Covington*

Jeryl W. Covington, P.E.  
Director, Environmental Services Department

enclosure

cc: Mona Edwards, Deputy City Manager w/o enclosure  
Rick Lusk, City of Greensboro – Finance w/o enclosure  
Dean Baldwin, City of Greensboro, Solid Waste Mang. w/o enclosure





2905-92

TO BE  
PICKED UP

MAIL TO

David Grantham

(Name)

(Street &amp; Number)

(City)

(State)

(Zip)

PERMANENT ADDRESS OF GRANTEE

4-189-462-2

This Deed, Made this 27 day of January 27, 1978, by and between

J. L. Sutphin, widower

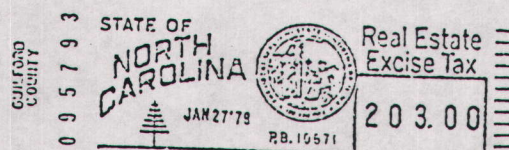
of Guilford County and State of North Carolina hereinafter called Grantor, and Guilford County

of Guilford County and State of North Carolina, hereinafter called Grantee.  
 WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in Monroe Township, Guilford County, North Carolina, described as follows:

SEE EXHIBIT A attached hereto and incorporated herein by reference.

This conveyance is subject to easements and restrictions of record, if any, and to 1978 county taxes which will be prorated between the parties.

30592



500-4175 527 500203.00 ST

The above land was conveyed to Grantor by ..... See Book No. .... Page .....  
 TO HAVE AND TO HOLD The above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his heirs and/or successors and assigns forever.  
 And the Grantor covenants that he is seized of said premises in fee, and has the right to convey the same in fee simple; that said premises are free from encumbrances (with the exceptions above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.  
 When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.

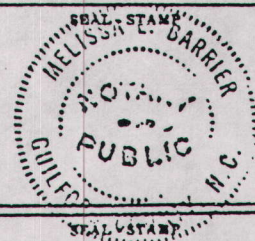
IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, the day and year first above written.

J. L. Sutphin (SEAL) ..... (SEAL)  
J. L. Sutphin (SEAL) ..... (SEAL)  
 (SEAL) ..... (SEAL)

STATE OF NORTH CAROLINA—GUILFORD COUNTY

I, Melissa L. Barner a notary public of said county do hereby certify that

J. L. Sutphin, widower Grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing deed. Witness my hand and notarial seal-stamp. This 27 day of January, 1978  
 My Commission Expires: Jan 10, 1983 Notary Public Melissa L. Barner  
 Signature Melissa L. Barner



STATE OF NORTH CAROLINA—GUILFORD COUNTY

I, ..... a notary public of said county do hereby certify that

Grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing deed. Witness my hand and notarial seal-stamp. This ..... day of ..... 19.....  
 My Commission Expires: Notary Public  
 Signature

STATE OF NORTH CAROLINA—GUILFORD COUNTY

The foregoing certificate(s) of Melissa L. Barner  
 a Notary Public (Notaries Public) of Guilford County, N.C. is (are) certified to be correct. This the 27 day of

Jan. 1978 By Douglas Conrad  
 Assistant Register of Deeds

This Deed drawn by T. P. Ravenel

RECORDED  
 MARK STEWART  
 REGISTER OF DEEDS  
 GUILFORD COUNTY, N.C.

JAN 27 3 02 PM '78



EXHIBIT A: Deed description from J. L. Sutphin, widower to County of Guilford, dated January , 1978.

BEGINNING at Sam K. Briggs Southwest corner in the city of Greensboro's northern line and running thence from said BEGINNING point along the city of Greensboro's line North 82 deg. 54 min. 50 sec. West 1854.11 feet to a control corner. Thence, still with the city of Greensboro's line North 10 deg. 59 min. 30 sec. East 739.84 feet to an iron pin; thence North 59 deg. 17 min. West 25 feet to a point in the center line of North Buffalo Creek; thence along the center line of North Buffalo Creek the following courses and distances: North 23 deg. 17 min. 30 sec. West 379.78 feet, North 45 deg. 27 min. 30 sec. East 116.8 feet, North 10 deg. 39 min. 30 sec. West 252.4 feet, North 6 deg. 10 min. 20 sec. East 31.9 feet, North 72 deg. 12 min. 20 sec. East 34.02 feet, South 78 deg. 15 min. 40 sec. East 401.94 feet, North 52 deg. 55 min. 50 sec. East 188.24 feet, North 82 deg. 18 min. 15 sec. East 96.16 feet, South 56 deg. 36 min. 20 sec. East 188.12 feet, South 80 deg. 55 min. 40 sec. East 50.90 feet, North 39 deg. 36 min. East 150.1 feet, North 29 deg. 15 min. East 440.6 feet, North 0 deg. 35 min. 45 sec. West 184.6 feet, North 21 deg. 48 min. 10 sec. East 223 feet, North 31 deg. 44 min. East 281.27 feet, North 51 deg. 30 min. 15 sec. East 89.97 feet, North 69 deg. 35 min. 40 sec. East 303.88 feet, South 74 deg. 26 min. 30 sec. East 202.93 feet, North 52 deg. 31 min. East 172.87 feet, South 62 deg. 43 min. 25 sec. East 115.28 feet, South 4 deg. 38 min. 20 sec. East 106.58 feet, South 57 deg. 14 min. 50 sec. West 115.1 feet, South 23 deg. 37 min. 30 sec. West 301.3 feet, South 15 deg. 17 min. 30 sec. West 247.6 feet, South 51 deg. 56 min. 30 sec. East 196.01 feet, and North 56 deg. 58 min. 30 sec. East 253.44 feet to an iron pin, in the Sam K. Briggs western line; thence with Briggs western line the following courses and distances: South 5 deg. 22 min. 30 sec. East 359.89 feet, South 3 deg. 22 min. 30 sec. East 235 feet, South 23 deg. 0 min. 30 sec. West 304.4 feet, South 7 deg. 42 min. 30 sec. West 478.75 feet, South 14 deg. 58 min. 30 sec. West 321.95 feet, South 25 deg. 53 min. 30 sec. West 133.18 feet and South 22 deg. 41 min. 30 sec. West 508.1 feet to the point of BEGINNING containing 101.46 acres according to a survey entitled "J. L. SUTPHIN PROPERTY", Greensboro, Guilford County, North Carolina.



41-03

STATE OF NORTH CAROLINA

GUILFORD COUNTY

LEASE AGREEMENT - COUNTY LANDFILL SITE

This Contract made and entered into this 1st day of February, 1985 by and between Guilford County of North Carolina, (herein referred to as Landlord) and CITY OF GREENSBORO, (herein referred to as Tenant) on the following terms and conditions as hereinafter set forth:

1. PREMISES. Landlord hereby leases to the tenant and the tenant hereby leases from the landlord certain real estate, located at the Greensboro Landfill, Greensboro, North Carolina, and more particularly described on the attached map entitled County Landfill Site. Said map also being Plat Number 3368 filed in the Greensboro Property Manager's Office.

Tenant shall have the sole use of the described premises.

2. TERM. The term of this lease shall be for a period of fifteen (15) years. The lease term shall begin on February 1, 1985, and terminate on January 31, 2000. This lease may be extended as provided for in Section 5 of the Memorandum of Understanding dated August 1, 1984.

3. RENT. Tenant shall pay to landlord rental of one dollar (\$1.00) per year, which shall be due and payable on the first day of the term of this lease.

4. DELIVERY OF POSSESSION. Possession will be given on FEBRUARY 1st, 1985.

5. USES OF PREMISES. The tenant may use and occupy the leased premises as per memorandum of understanding by and between the City of Greensboro and the County of Guilford attached hereto and made a part hereof.

6. COVENANT OF QUIET ENJOYMENT. The tenant, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term peaceably and quietly enjoy the leased property without any disturbance from the landlord or from any other person claiming through the landlord.

7. IMPROVEMENTS. Any alteration, addition, or improvement to the leased property shall be made by the tenant and the tenant shall have the right to remove any such alterations, additions or improvements upon the expiration of the lease.

8. RIGHT OF ENTRY. The landlord and its representatives may enter the leased premises, at any reasonable time, for purposes of inspecting the leased property. Since this is a working landfill area, entrance shall be made through the main gate during normal posted working hours.

9. NOTICES. All notices to be given to the tenant shall be in writing, deposited in the U. S. Mails, with postage prepaid and addressed to the tenant at Real Estate Division, Drawer W-2, Greensboro, NC 27402. Notices shall be deemed delivered when deposited in the U. S. Mail as above provided.

Notices to the landlord shall be by the same procedure and at P. O. Box 3427, Greensboro, NC 27402.

10. LAWS. This lease shall be construed and enforced in accordance with the laws of the State of North Carolina.

11. HEADINGS. Paragraph captions of this lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms of provisions thereof.

12. GENDER. The use of the masculine personal pronoun at any place in this lease shall be deemed to include the feminine and the neuter, as appropriate.

13. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties and cannot be changed or terminated orally. All prior understandings, terms, or conditions, are deemed merged in this lease. This lease cannot be changed orally but only upon an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

18. SEVERABILITY. Any provisions of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

19. WAIVER. No waiver or breach of any of the covenants in this lease contained shall be construed to be a waiver of any succeeding breach of the same covenant.

In witness whereof, the landlord and tenant have executed this lease on the date and year first above written.

ATTEST:

Norma H. Bardsford  
Clerk to Board

ATTEST:

Nancy G. McRae  
CITY CLERK

Approved As to Form and Legality:

Cal Shepherd  
City Attorney

9259W

LANDLORD:

BY:

COUNTY MANAGER

(SEAL)

TENANT: City of Greensboro

BY:

CITY MANAGER

(SEAL)

APPROVED AS TO LEGAL SUFFICIENCY

Brezy L. Bohan  
ASSISTANT COUNTY ATTORNEY

41-03

NORTH CAROLINA  
GUILFORD COUNTY

MEMORANDUM OF UNDERSTANDING  
REGARDING PULVERIZER

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 1st day of August, 1984, by and between the City Manager on behalf of the City of Greensboro and the County Manager on behalf of Guilford County;

WHEREAS, since 1981, the City has been operating the two County-owned pulverizers and has collected tipping fees and expended funds to operate, including insurance coverage for both pulverizers;

WHEREAS, the City has also collected solid waste for the entire geographical area of Guilford County, with the exception of High Point;

WHEREAS, it is the intent of the parties to this Memorandum of Understanding to fulfill the terms, conditions, and covenants set out below, including the leases of land and transfer of title to the pulverizer; provided, with the exception of item one, such terms shall be subject to the final approval of the respective governing bodies of the City of Greensboro and Guilford County;

WHEREAS, in order to continue the operations with the understanding of facilitating the matters hereinafter set forth, the City and County agree on a trial basis and for an interim period, through their respective City Manager and County Manager, to enter into this Memorandum of Understanding with the ultimate purpose of the City acquiring title and possession of the remaining pulverizer and associated equipment, as well as a lease to the landfill area presently owned by the County in consideration for the amount of insurance and other mutual terms and conditions contained herein.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. The City agrees to endorse over to the County the total amount of insurance paid in settlement for the one pulverizer destroyed by fire, and the County agrees to accept such settlement.
2. The County will convey title to, and the City will accept, the operating pulverizer and all associated equipment (as set out in the attached list which is incorporated herein and made a part hereof), except for two tractor trailers and one front-end loader, debt-free and unencumbered. The County shall retain title and possession of the damaged pulverizer and all of its associated equipment and shall remove the same from the premises within eighteen (18) months from the date of this Agreement.
3. The City agrees to maintain and operate the pulverizer only as long as the City determines that it is economically feasible to maintain and operate; otherwise, the City may abandon its operation and maintenance.
4. The County will lease approximately 93.81 acres of County-owned land in the landfill to the City for a period of fifteen (15) years at \$1.00 consideration per year, such land to be used by the City for public purposes, provided the City shall have the right to sublease this land for gas exploration and removal. All revenues received by the City from the sublease and sale of gas shall go toward the operation and expansion of the landfill, and such revenues shall be included in determining the amount of tipping fee rates to be charged.
5. Upon the expiration of the lease term herein, it is the intent of the parties hereto to continue said lease for an additional term as mutually agreed to at \$1.00 consideration per year, said land to be used for any other public purposes, including, but not limited to, uses as a public park.
6. The City agrees to provide a landfill area which shall include the above leased land for the entire County except for High Point, said time being estimated for a period of fifteen (15)



GREENSBORO PULVERIZATION  
WHITE STREET SITE  
AMORTIZATION SCHEDULE

Release	COMPONENT	INITIAL COST	LIFE EXPECTANCY	REPLACEMENT COST*	ANNUAL RATE
(2)	Eddal Model 1000's	\$ 338,915	15 years	\$ 1,075,095	\$ 71,673
	Infeed Conveyors	304,968	15 years	967,410	64,494
	Discharge Conveyors	116,444	15 years	369,380	24,625
(1)	(2) Front-end loaders	89,050	10 years	192,250	19,225
	Electric Scales	31,334	15 years	99,395	6,626
	Reverse Conveyors	36,300	15 years	115,150	7,676
(4)	Stationary Compactors	316,064	15 years	1,002,608	66,840
(1)	(4) Transfer Trailers	147,500	10 years	318,441	31,844
(4)	Semi-Tractors	199,110	10 years	429,864	42,986
(1)	Buildings (Scale house & Personnel bldg)	<u>552,290</u>	20 years	<u>2,574,200</u>	<u>128,710</u>
		\$2,131,975		\$7,143,793	\$464,699

(1.) This equipment not included.

Estimated tons/yr. Processed ... approximately 187,000 tons  
\*8%/year Inflation Factor included

years. The operation of the landfill, including the establishment of rates, shall be the responsibility of the City and within its sole discretion.

7. It is hereby understood that these terms shall be recommended and submitted to the respective governing bodies of City and County for final approval, with the exception of item one, above. It is also the intent of the City and County to rescind and terminate any prior contracts and agreements which are in conflict with this Agreement, and this Agreement shall supersede any such prior contracts and agreements.

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Understanding through their respective City Manager on behalf of the City and County Manager on behalf of the County.

CITY OF GREENSBORO

By \_\_\_\_\_  
City Manager

Approved as to form and  
legality:

\_\_\_\_\_  
City Attorney

GUILFORD COUNTY

By \_\_\_\_\_  
County Manager

Approved as to form and  
legality:

\_\_\_\_\_  
County Attorney